

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

R. ALEXANDER ACOSTA, Secretary of Labor, :
United States Department of Labor, : **COMPLAINT**
:
:
Plaintiff, : Civil Action No.
v. :
: 19-cv-
DEPENDABLE CARE LLC d/b/a HOPETON CARE;
FARRAH RUBANI, Individually; and YITZI :
DAVIDOWITZ, Individually, :
:
Defendants.

Plaintiff, R. ALEXANDER ACOSTA, Secretary of Labor, United States Department of Labor (the “Secretary”), by and through undersigned counsel, brings this action under Section 17 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201, *et seq.*) (the “Act” or the “FLSA”), alleging that defendants violated Sections 7, 11(c), 15(a)(2), and 15(a)(5) of the Act, to recover back wages, liquidated damages, and enjoin acts and practices that violate the provisions of the FLSA, and to obtain other appropriate relief.

Defendants, who have operated a home care agency in Brooklyn, New York, violated the FLSA by failing to pay their domestic service employees proper overtime wages for hours worked over 40 per week. Instead of proper overtime pay for hours worked over 40 per week, defendants consistently paid employees in one of three unlawful ways. First, defendants paid employees who worked 24-hour shifts a fixed daily rate for each 24-hour shift, without regard to actual hours worked and without paying overtime premiums for hours worked in excess of 40 per week. Second, when many employees who only worked shifts of fewer than 24 hours worked in excess of 40 hours per week, defendants paid regular hourly rates for all hours worked or improper overtime rates that were less than one-and-one-half times the employees’ regular hourly rates.

Third, in compensating employees who worked both 24-hour shifts and shifts of fewer than 24 hours in a single workweek, defendants combined the two unlawful pay practices described above and further failed to aggregate all hours worked to determine proper overtime rates and proper compensation due when these employees worked more than 40 hours per week.

In addition, defendants failed to keep accurate and proper records of employees' work hours and pay, including by failing to maintain time and pay records for all employees' actual hours worked and wages paid.

JURISDICTION AND VENUE

1. Jurisdiction over this action is properly conferred upon this Court by Section 17 of the FLSA, 29 U.S.C. § 217, and 28 U.S.C. §§ 1331 and 1345.

2. Venue is proper in the United States District Court for the Eastern District of New York because a substantial part of the events and/or omissions giving rise to the claims herein occurred in this District.

FACTUAL ALLEGATIONS

The Parties

3. Plaintiff R. Alexander Acosta, Secretary of Labor, United States Department of Labor, is vested with authority to file suit to restrain violations of the FLSA and recover back wages and liquidated damages and is the proper plaintiff for this action.

4. Defendant DEPENDABLE CARE LLC d/b/a HOPETON CARE ("Hopeton Care") is a New York domestic limited liability company, having its principle place of business at 1122 Coney Island Avenue, Suite 205, Brooklyn, New York 11230, within the jurisdiction of this Court.

5. Defendant Hopeton Care has been a home care agency providing services to Medicaid and Medicare beneficiaries, enrollees in commercial insurance programs and private pay clients (all “consumers” of services).

6. The services Hopeton Care has provided to consumers include home health aide, personal aide and nursing services, including but not limited to taking vital signs measurements, administering medications, toileting, preparing food, and mobility assistance, among other services.

7. Defendant Hopeton Care has regulated the employment of all persons employed by it since at least November 13, 2015, acted directly and indirectly in the company’s interest in relation to the employees, and thus is an employer of the employees within the meaning of Section 3(d) of the Act.

8. Defendant FARRAH RUBANI (“Rubani”) was the Chief Executive Officer of defendant Hopeton Care between at least November 13, 2015 and November 10, 2017 (the “relevant time period”).

9. Defendant Rubani was in active control and management of defendant Hopeton Care during the relevant time period.

10. Upon information and belief, defendant Rubani regulated the employment of all persons employed by her during the relevant time period.

11. Upon information and belief, defendant Rubani had authority to hire employees at defendant Hopeton Care during the relevant time period.

12. Upon information and belief, defendant Rubani did hire employees at defendant Hopeton Care during the relevant time period.

13. Upon information and belief, defendant Rubani had the authority to fire employees at defendant Hopeton Care during the relevant time period.

14. Upon information and belief, defendant Rubani did fire employees at defendant Hopeton Care during the relevant time period.

15. Upon information and belief, defendant Rubani had the authority to supervise employees at defendant Hopeton Care during the relevant time period.

16. Upon information and belief, defendant Rubani did supervise employees at defendant Hopeton Care during the relevant time period.

17. Upon information and belief, defendant Rubani had the authority to control employees' hours of work at defendant Hopeton Care during the relevant time period.

18. Upon information and belief, defendant Rubani did control employees' hours of work at defendant Hopeton Care during the relevant time period.

19. Upon information and belief, defendant Rubani had the authority to determine employees' compensation at defendant Hopeton Care during the relevant time period.

20. Upon information and belief, defendant Rubani did determine employees' compensation at defendant Hopeton Care during the relevant time period.

21. Upon information and belief, defendant Rubani acted directly and indirectly in the interest of defendant Hopeton Care in relation to the employees during the relevant time period and is thus an employer of the employees within the meaning of Section 3(d) of the Act.

22. Upon information and belief, defendant Rubani resided at 36 Twin Pond Lane, White Plains, New York 10607 prior to December 19, 2018, on or about which date she was incarcerated.

23. Defendant Rubani is currently incarcerated at the Rose M. Singer Center on Rikers Island in East Elmhurst, New York.

24. Upon information and belief, defendant YITZI DAVIDOWITZ (“Davidowitz”) was the Administrator of defendant Hopeton Care at least during the relevant time period.

25. Upon information and belief, defendant Davidowitz was in active control and management of defendant Hopeton Care during the relevant time period.

26. Upon information and belief, defendant Davidowitz regulated the employment of all persons employed by him during the relevant time period.

27. Upon information and belief, defendant Davidowitz had authority to hire employees at defendant Hopeton Care during the relevant time period.

28. Upon information and belief, defendant Davidowitz did hire employees at defendant Hopeton Care during the relevant time period.

29. Upon information and belief, defendant Davidowitz had the authority to fire employees at defendant Hopeton Care during the relevant time period.

30. Upon information and belief, defendant Davidowitz did fire employees at defendant Hopeton Care during the relevant time period.

31. Upon information and belief, defendant Davidowitz had the authority to supervise employees at defendant Hopeton Care during the relevant time period.

32. Upon information and belief, defendant Davidowitz did supervise employees at defendant Hopeton Care during the relevant time period.

33. Upon information and belief, defendant Davidowitz had the authority to control employees’ hours of work at defendant Hopeton Care during the relevant time period.

34. Upon information and belief, defendant Davidowitz did control employees' hours of work at defendant Hopeton Care during the relevant time period.

35. Upon information and belief, defendant Davidowitz had the authority to determine employees' compensation at defendant Hopeton Care during the relevant time period.

36. Upon information and belief, defendant Davidowitz did determine employees' compensation at defendant Hopeton Care during the relevant time period.

37. Defendant Davidowitz maintained employee payroll records for defendant Hopeton Care during the relevant time period.

38. Upon information and belief, defendant Davidowitz otherwise acted directly and indirectly in the interest of defendant Hopeton Care in relation to the employees during the relevant time period and is thus an employer of the employees within the meaning of Section 3(d) of the Act.

39. Upon information and belief, defendant Davidowitz resides at 1594 East 21st Street, Brooklyn, New York 11210, within the jurisdiction of this Court.

Defendants' Employees Have Affected Commerce

40. During the relevant time period and possible until December 2018, defendants have employed home health aides, personal care aides and nurses as employees, among others.

41. Home health aides, personal care aides and nurses are domestic service employees as prescribed by 29 C.F.R. Part 552.

42. Employment of persons in domestic service in households affects commerce. Thus, defendants' domestic service employees are and were covered employees under Section 2(a) of the Act.

Defendant Hopeton Care Has Been an Enterprise Engaged in Commerce

43. During the relevant time period and possibly until December 2018, defendant Hopeton Care has been engaged in operation of a home care agency.

44. Defendant Hopeton Care has had an annual gross volume of sales made or business done in an amount not less than \$500,000 for the period since November 13, 2015 covered by this Complaint.

45. During the relevant time period and possibly until December 2018, defendant Hopeton Care has had domestic service employees handling and using goods or materials that have been moved in or produced for commerce, such as cleaning products, food, sterilization and/or other medical supplies.

46. Therefore, the employees are and were employed in enterprises engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the Act.

Tolling Agreement

47. On or about October 25, 2017, defendants and the Secretary knowingly and voluntarily entered into a Statute of Limitations Tolling Agreement (“tolling agreement”).

48. The tolling agreement tolled the applicable statute of limitations beginning on October 26, 2017 through the date the tolling agreement was terminated.

49. The Secretary terminated the tolling agreement effective February 22, 2019.

50. Accordingly, the statute of limitations shall be tolled from October 26, 2017 through February 21, 2019.

Defendants' Unlawful Pay Practices

51. Defendants maintained the same or substantially the same unlawful pay practices during the relevant time period, and may have maintained them until December 2018.

52. Defendants' domestic service employees worked 24-hour shifts and/or shifts of fewer 24 hours.

Employees Who Worked 24-Hour Shifts in a Single Workweek

53. Defendants paid domestic service employees who worked 24-hour shifts a fixed daily rate between approximately \$150.00 and \$180.00 for the entire 24-hour shift.

54. Defendants' domestic service employees who worked 24-hour shifts worked at least approximately 15 hours in each 24-hour shift.

55. Moreover, these employees usually worked multiple 24-hour shifts in a single workweek, typically working three, four or five 24-hour shifts and sometimes working six or seven 24-hour shifts in a single workweek.

56. Defendants did not pay any overtime premiums to domestic service employees for work performed in 24-hour shifts when these employees worked more than 40 hours in a single workweek.

57. For example, in the workweek ending July 1, 2016, a domestic service employee worked four 24-hour shifts, and defendants paid the employee \$150.00 for each shift, for total pay of \$600.00 that week.

58. The employee worked more than 40 hours and at least approximately 60 hours that week.

59. However, defendants did not pay the employee any overtime premium for the hours worked in excess of 40 that week.

60. The following week, workweek ending July 8, 2016, the same employee worked seven 24-hour shifts, and defendants paid the employee \$150.00 for each shift, for total pay of \$1050.00 that week.

61. The employee worked more than 40 hours and at least approximately 105 hours that week.

62. However, defendants did not pay the employee any overtime premium for the hours worked in excess of 40 that week.

63. In another example, in the workweek ending July 7, 2017, a domestic service employee worked six 24-hour shifts, and defendants paid the employee \$160.00 for each shift, for total pay of \$960.00 that week.

64. The employee worked more than 40 hours and at least approximately 90 hours that week.

65. However, defendants did not pay the employee any overtime premium for the hours worked in excess of 40 that week.

66. Accordingly, defendants routinely failed to pay domestic service employees who worked multiple 24-hour shifts in a single workweek any overtime premiums for hours worked in excess of 40.

Employees Who Only Worked Shifts of Fewer Than 24 Hours in a Single Workweek

67. Defendants typically paid domestic service employees who *only* worked shifts of fewer than 24 hours in a single workweek (“hourly shift employees”) between approximately \$10.00 and \$17.00 per hour, sometimes more.

68. Hourly shift employees worked varying schedules; many worked between 40 and 96 hours per week, and some worked 96 hours or more per week.

69. However, defendants did not pay any overtime premiums to some hourly shift employees who worked in excess of 40 hours per week.

70. For example, in the workweek ending August 2, 2016, an hourly shift employee worked 60 hours, and defendants paid the employee \$13.00 per hour, for total pay of \$780.00 that week. Defendants did not pay the employee any overtime premium for the 20 hours worked in excess of 40 hours that week.

71. In another example, in the workweek ending September 8, 2017, an hourly shift employee worked 96 hours, and defendants paid the employee \$21.00 per hour, for total pay of \$2,016.00 that week. Defendants did not pay the employee any overtime premium for the 56 hours worked in excess of 40 hours that week.

72. When defendants did pay overtime premiums to hourly shift employees, they often paid improper overtime rates that were less than one-and-one-half times employees' regular hourly rates.

73. For example, in the workweek ending February 17, 2017, an hourly shift employee worked 56 hours, and defendants paid the employee a regular hourly rate of \$13.00 for 40 hours and an improper overtime hourly rate of \$16.50 for 16 overtime hours, for total pay of \$784.00 that week. Defendants did not pay the employee an additional amount in overtime premiums for the 16 hours worked in excess of 40 hours that week.

74. In another example, in the workweek ending November 25, 2016, an hourly shift employee worked 108 hours, and defendants paid the employee a regular hourly rate of \$13.00 for 40 hours and an improper overtime hourly rate of \$15.00 for 68 overtime hours, for total pay of \$1,540.00 that week. Defendants did not pay the employee an additional amount in overtime premiums for the 68 hours worked in excess of 40 hours that week.

75. The following week, workweek ending December 2, 2016, the same hourly shift employee worked 96 hours, and defendants paid the employee a regular hourly rate of \$13.00 for 40 hours and an improper overtime hourly rate of \$15.00 for 56 overtime hours, for total pay of \$1,360.00 that week. Defendants did not pay the employee an additional amount in overtime premiums for the 56 hours worked in excess of 40 hours that week.

76. Accordingly, defendants routinely failed to pay hourly shift employees at one-and-one-half times the employees' regular rates of pay when the hourly shift employees worked in excess of 40 hours per week.

Employees Who Worked 24-Hour Shifts and Shifts Fewer Than 24 Hours in a Single Workweek

77. Defendants paid domestic service employees who worked both 24-hour shifts and shifts of fewer than 24 hours ("hourly shifts") in a single workweek both a fixed daily rate and an hourly rate, combining their unlawful pay practices described above and further failing to properly aggregate total hours worked to determine proper overtime rates and proper overtime compensation due.

78. For example, in the workweek ending May 12, 2017, a domestic service employee worked two 24-hour shifts (at least approximately 15 hours of work per shift) and 48 hours in hourly shifts, for a total of at least approximately 78 hours of work that week.

79. Defendants paid the employee a fixed daily rate of \$175.00 for each of two 24-hour shifts of at least approximately 30 hours of work. For work performed in hourly shifts, defendants also paid the employee a regular hourly rate of \$11.00 for 40 hours of work, plus an overtime hourly rate of \$16.50 for 8 hours of overtime work, for a total of \$922.00 for at least approximately 78 hours of work. However, defendants did not aggregate the total hours worked by the employee

in 24-hour and hourly shifts and did not determine or pay the correct overtime premium for all the hours worked in that week.

80. In another example, in the workweek ending November 3, 2017, a domestic service employee worked two 24-hour shifts (at least approximately 15 hours of work per shift) and 27 hours in hourly shifts, for a total of at least approximately 57 hours of work that week.

81. Defendants paid the employee a fixed daily rate of \$160.00 for each of two 24-hour shifts of at least approximately 30 hours of work. For work performed in hourly shifts, defendants also paid the employee a regular hourly rate of \$13.00 for 27 hours of work, for a total of \$671.00 for at least approximately 57 hours of work. However, defendants did not pay the employee any overtime premiums and did not aggregate the total hours worked by the employee in 24-hour and hourly shifts to determine or pay the correct overtime premium for the overtime hours worked that week.

82. Accordingly, defendants routinely failed to pay domestic service employees who worked both 24-hour shifts and hourly shifts in a single workweek proper overtime compensation when these employees worked in excess of 40 hours per week.

Defendants' Unlawful Recordkeeping Practices

83. Defendants maintained the same or substantially the same unlawful recordkeeping practices during the relevant time period, and may be maintaining them through the present.

84. Defendants did not maintain and preserve adequate and accurate records of their employees and of wages, hours and other conditions of employment as prescribed by 29 C.F.R. Part 516.

85. Specifically, defendants did not maintain and preserve records of actual hours worked by all domestic service employees.

86. For example, as set forth herein, defendants did not record the actual hours worked each day and each week by employees who worked 24-hour shifts.

87. Additionally, defendants did not maintain and preserve records of all wages paid to domestic service employees for at least the period November 13, 2015 to approximately May 20, 2016.

FIRST CAUSE OF ACTION

Violation of Sections 7 and 15(a)(2) of the FLSA, Failure to Pay Overtime

88. The Secretary incorporates by reference and re-alleges the allegations in Paragraphs 1 through 87 of the Complaint.

89. Defendants have violated Sections 7 and 15(a)(2) of the Act by employing employees in domestic service and in an enterprise engaged in commerce or in the production of goods for commerce for workweeks longer than 40 hours without compensating the employees for their employment in excess of the prescribed hours at rates not less than one-and-one-half times the regular rates at which they were employed.

90. Therefore, defendants are liable for unpaid overtime compensation owing to their employees under Section 7 of the Act and an additional equal amount as liquidated damages pursuant to Section 16(c) of the Act, or in the event that liquidated damages are not awarded, overtime compensation and prejudgment interest under Section 17 of the Act.

SECOND CAUSE OF ACTION

Violation of Sections 11(c) and 15(a)(5) of the FLSA, Failure to Keep Records

91. The Secretary incorporates by reference and re-alleges the allegations in Paragraphs 1 through 87 of the Complaint.

92. Defendants have violated the provisions of Sections 11(c) and 15(a)(5) of the Act, in that defendants have failed to make, keep, and preserve adequate and accurate records as prescribed by the regulations issued and found at 29 C.F.R. Part 516.

WHEREFORE, cause having been shown, plaintiff respectfully prays for judgment against defendants providing the following relief:

(1) An injunction issued pursuant to Section 17 of the Act permanently restraining defendants, their officers, agents, servants, employees, and those persons in active concert or participation with defendants, from violating the provisions of Sections 7, 11(c), 15(a)(2) and 15(a)(5) of the Act;

(2) An order pursuant to Section 16(c) of the Act finding defendants liable for unpaid overtime compensation found due employees listed on the attached Exhibit A;

(3) An order pursuant to Section 16(c) of the Act finding defendants liable for an equal amount of liquidated damages (additional overtime compensation and liquidated damages may be owed to certain employees presently unknown to plaintiff for the relevant time period and through December 2018); or, in the event liquidated damages are not awarded, prejudgment interest computed at the underpayment rate established by the Secretary of Treasury pursuant to 26 U.S.C. § 6621;

(4) An order compelling defendants to reimburse the Secretary for the costs of this action; and

- (5) An order granting such other relief as the Court may deem necessary or appropriate.

DATED: February 22, 2019
New York, NY

KATE S. O'SCANNLAIN
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor



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R. Alexander Acosta*

EXHIBIT A

Last Name	First Name
Abdallah	Sharifa
Abdellatif	Sanaa F
Abdishukurova	Ozuda
Abdukadirov	Hasan
Abdul Sattar	Fnu
Abdumalikova	Shakhlo
Abedelgader	Hayam A
Abid	Amna
Abiola	Ademola
Abreu	Juliana
Acheampong	Derek O
Adewebi	Mary
Adolphe	Carline
Adonis	Jean
Afriyie	Agnes
Agyemang	Veronica
Ahmad	Tohida
Ahmed	Fowzia
Ahmed	Muinira I
Ahmed	Sagheer
Ahmed	Shamim
Ajili	Hajer
Ajugasia	Patricia
Akbarova	Dildora
Akhtar	Rafia
Akhtar	Sagheer
Akhter	Nasreen
Akramova	Muhiba
Akter	Farhana
Akter	Hasina
Akter	Nazmin
Akter	Shahin
Akther	Tahamina
Akther	Shahiba
Akther	Jesmin
Akther	Salma
Al Rifaee	Awatf M
Alabre	Marie
Alam	Mohammed J

Alam	Tahmina
Alata	Marilyn
Ali	Tanzina
Almamun	Mohammad
Almanzar Espinal	Angela
Altidor	Sheila
Alvarez	Katiuska
Alzafarani	Mohammed
Amin	Md
Amir	Farzana
Anaifie	Vida
Annachariyeva	Annajemal
Antoine	Babylaine
Argant	Sherly
Arko	Linda
Arriola Alvarez	Cherman
Arsal	Arslan
Arshad	Aiza
Ashantewaa	Veronica
Ashfaq	Fakhra
Ashurov	Kobil U
Ashurova	Yulduz
Aslam	Sunny
Astanova	Zukhra
Atagaraeva	Aisaada Z
Augustin	Fardin
Avila Ruiz	Paula
Axrorgulova	Ozoda
Azam	Sameera
Babaeva	Masuda
Babayan	Roman
Bagum	Razia
Bah	Safiatou
Bailey	Janet E
Bajwa	Ahmed
Baksh	Shikha
Bamfo-Akoto	Oforiwaa
Banik	Kalpona R
Baptiste Simms	Cindy Ann
Barreau	Nathalie
Barreto	Nube
Barrington	Martin
Barthelemy	Sonia

Batista	Yessenia
Beato De Munoz	Gladys
Beauzile	Carline
Begum	Noorjahan
Begum	Romana
Begum	Nilufa
Begum	Saleha
Begum	Salma
Begum	Sufia
Begum	Ruksana
Begum	Fatema
Begum	Aklima
Begum	Beauty
Begum	Mosammat
Begum	Hira
Begum	Josna
Begum	Julekha
Bell	Charisma Manisa
Benitez Penafiel	Lorena
Bergha	Sara
Bernardez Colon	Mirian Y
Bhutta	Aqsa
Bhutta	Ansa
Bhuwaneshwarie	Budhram
Bibi	Nighat
Bibi	Zakia
Bibi	Sadaf
Bibi	Rabia
Bibi	Iram
Bibi	Aqeedat
Bibi	Aneela
Biimurzaeva	Zhamiila
Boadi	Eric O
Boco	Joana A
Bonner	Sanita
Borga	Daphnee
Bouquet	Joseph
Brice	Marie Jocelyne
Brown Colson	Agatha
Bruno	Ferdinand
Bukhari	Noor
Butt	Muhammad
Cabral	Modeline

Cabrera De Encarnaci	Ana
Cabrera Jimenez	Marilyn J
Cacho Valerio	Wendy
Cadet	Anne N M
Cadeus	Shelley
Caesar	Cecilia
Calixte	Miriame
Callaghan	Ingrid
Cameron	Desrene
Carpio	Armando
Carter	Leeann
Castillo	Carlos
Castro	Olga
Cecilson	Dona
Cely Mareus	Clotilde
Cen	Huiling
Cespedes Tavarez	Carmen A
Chan	Lai Ling
Chan	Wei
Charles	Jean
Charles	Lisa
Chaudhary	Uzma
Chavez Susaya	Elizabeth
Cheang	Wann Hua
Checo Diaz	Lucia
Cheema	Ghazala
Chen	Weihong
Chen	Wei Cong
Chen	Xiu Juan
Chen	Wan Chang
Chen	Su Chan
Chen	Ruping
Chen	Xiu Lin
Chen	Xue Fang
Chen	Xuexing
Chen	Yan Ping
Chen	Yan Zhen
Chen	Su Zhen
Chen	Lei
Chen	Bi Yun
Chen	Feng Yu
Chen	Feng Zi
Chen	Gui Ying

Chen	Jun Zhi
Chen	Run Fang
Chen	Lizhen
Chen	Mei Juan
Chen	Mei Xi
Chen	Miao Jun
Chen	Mudan
Chi	Feng Jin
Chiang	Lisa
Choudhury	Dilara H
Chow	Chientong
Chowdhury	Syeda R
Chowdhury	Samina
Chowdhury	Rashida
Chowdhury	Nazia
Chowdhury	Mosammat
Chowdhury	Hussain
Chowdhury	Chamon
Chowdhury	Abdul
Chu	Lai Kuen
Cielo	Mildred
Cintron	Laquel K L
Civil	Marie Rosie
Clarke	Yonette
Claudio	Kaysina
Clement	Elsie
Collado	Yolanda
Collazo	Emma E
Colome Martinez	Rosita Milagro
Conde	Mariama
Conteh	Aminata
Contreras	Yanet
Coombs Jacobs	Neresa V I
Covington	Lisa
Crooks	Luisa
Cruz	Rosmery
Cruz	Julia
Cruz R	Salustiana
Curtis	Melisha
Dastagirzada	Baryalay
De Jesus Santos	Arislaidy
De Le Pena	Ana M
Debrosse	Andree

Dekhkonova	Mekhriniso
Delinois	Renette
Delva	Dorty
Dely Oceve	Dorcine
Deng	Karen Wu
Desir	Nadine
Desir	Kettly
Desravines	Beatrice
Diallo	Mariama
Diallo	Thierno
Diallo	Ramatoullaye
Diallo	Nene
Diallo	Kadiatou
Diallo	Macire
Diallo	Halimatou
Diallo	Aminatou
Diaz	Carmen N
Diaz De Garcia	Santa
Din	Saqib
Ditin	Flor M
Djanibekova	Guli
Dolmo	Noris
Dominguez	Nancy
Dominguez De Pena	Natividad Del Carm
Donzo	Fatumata
Downing	Latakema
Dulleh	Musa
Duran De Contreras	Diana
Dutta	Shyam
Edebiri	Queensley
Edwards	Geovaughnie
Egamkulova	Umida
Ejaz	Naeza
Ejaz	Najmee
Ejaz	Arshia
Encarnacion Mercedes	Santa A
Encarnacion Soler	Rafaela M
Ergashova	Norchuchuk
Ernst	Fatoumata
Esoff	Scott B
Espinal Hernandez	Teofila
Estevez	Carmen
Estevez Diaz	Carmen

Eugenio	Rowena
Evans	Annemarie
Ezznati	Bouchtaouia
Fakhar	Nisa
Fang	Jian Wei
Fardous	Amna
Fasola	Olubowale E
Fatima	Iram
Fatma	Nooreen
Fayzieva	Rashida
Feliz De Medina	Anairis
Ferdaus	Aklima
Ferdous	Himel
Fernandez	Debra
Fernandez De Mercado	Fior
Florestal	Michel
Forbes	Lorraine
Fosu	Mathew
Francois	Garry
Francois	Marie
Fraser	Crystal
Frederick	Evens
Friday	Rory
Furquan	Tariq
Gabbidon	Trudann
Gabunia	Tamar
Gallimore	Shelly Ann
Gallumette St Preux	Marie
Ganieva	Khabiba
Garcia	Grace L
Garcia	Priscilla
Garib	Maria
Garraud Harris	Cleomene
Ghamgusar	Maryam
Ghosh	Rinu
Goddard	Malaysia
Gomez	Doly
Gonzalez	Gloria
Gonzalez	Maria E
Gordon	Kerry-Ann
Grant	Shakeria A
Grant	Roslyn
Green	Kemar

Guerrero	Valeria
Guirand	Jeannette
Guo	Xiu Rong
Guo	Karen
Guo	Aiqing
Hamouche	Hayet
Happy	Farzana
Harper	Sharon M
Harriott	Lorice
Harun	Sahida
Hasan	Mohammad
Hemmings	Deliah
Henry	Deshia Leshia
Herrera Deras	Erica
Hill	Carline L
Ho	Chihjong
Hong	Lien Thuy
Hoque	Lubna Jahan
Hossain	Mohammad
Hossain	Rasnu
Hu	Irene
Hu	Xiu Qing
Hua	Qing Fang
Huang	Shao Xian
Huang	Xiao Zhen
Huang	Sumei
Huang	Jin Ming
Huang	Huiyan
Humphrey	Joy
Husna	Asma
Hussain	Noyantara B
Hye	Mohammed
Idemudia	Suzan
Iqbal	Ansa
Ishfaq	Muhammad
Islam	Muzahedul
Isobaev	Usman
Jabeen	Tahira
Jackson	Dossie
Jahan	Nusrat
Jaquez	Ingrys
Jean	Gina
Jean	Lory E

Jean	Roseline
Jean Pierre	Marie Carmelle
Jean Raphael	Myrlande
Jean-Marie	Dominique
Joassaint	Nahomie
Johnson	Candice
Joseph	Roselande
Joseph	Odelene
Joseph	Melissa A
Joseph	Nadege
Joseph	Angela
Joseph Montrose	Islande
Judistry	Deonauth
Kadanbaeva	Aizhan
Kadirova	Kholida
Kalmykov	Olga
Kamara	Makula
Kanneh	Makonneh
Karimi	Samuel
Karimova	Sanobar
Kastrati	Ganimete
Kaur	Kamlesh
Kaur	Maninder
Kaur	Sukhwinder
Kazami	Syed A R
Keitt	Alina R
Khakberdieva	Nadyra
Khaliq	Shagufta K
Khan	Safla
Khan	Sarah
Khan	Nisha Nazia
Khan	Hafsa
Khanam	Lutfunahar
Khanom	Rupali
Khanom	Shah
Kholjigitova	Nafisa
Kodet	Berthe
Kodoe	Koffi
Kopbayeva	Dinara
Kossally	Sharon
Kouraichi	Seif
Kubanychbekova	Elmira
Kubra	Kudeejah

Kulsoom	Khaliq
Kuzmitskaya	Liudmila
Kwan	Amy H.
Kwan	Yat
Kyrbashova	Munara
Lafontant	Marie
Lahens	Marie
Lai	Lai Sheung
Laraque	Chella
Lawes Eugene	Pamela
Lawrence	Andrea
Lee	Mei Lei
Lee-Cammock	Shienelle T
Lefruiy	Karen
Leon Garcia	Adenim
Lewis	Windy E
Li	Qin Gru
Li	Shu Kwan
Li	Xiao Xia
Li	Shao Hua
Li	Hui Ping
Li	Da Sen
Li	Cailian
Li	Cai P
Li	Miao Mei
Liang	Wen Ying
Liang	Xiu Hong
Liang	Xianneng
Liang	Bao Zhen
Liang	Hong Wen
Liang	Cui Mei
Liao	Jing Yan
Ligali	Basirat
Lin	Zhen Mei
Lin	Zengguan
Lin	Yue Ying
Lin	Yu Feng
Lin	Yan Ci
Lin	Xiu Rong
Lin	Hai
Lin	Bao Mei
Linarez Evangelista	Eduarda F
Lipi	Zahanara

Liu	Xiao Yan
Liu	Shun Ling
Liu	Xue Qin
Liu	Xue P
Liu	Jian Chiu
Liu	Hong
Liu	Feng Lan
Liza	Sharmin
Loaiza	Diana
Loayza Zarate	Teresa I
Louima	Marie
Louinis	Carilne M
Louis	Marie Ange
Louis	Marie J
Louis	Yvelouse
Louis Charles	Sinotte
Louison	Camille
Louissaint	Elsie
Lu	Shujuan
Lu	Xiao Feng
Lucien	Pierre
Lume	Melissa
Lyosa	Muhammad Usman
Mabasa	Merliza
Mahadeo	Kavita
Majid	Amna
Makhsudova	Mokhira
Malik	Uzma
Malik	Haroon
Malik	Anwara
Mamanova	Laylo
Mamytova	Gulai
Marin	Juana
Martin	Barrington
Martinez	Joshua M
Martinez	Eric
Martinez Burgos	Sor
Martinez De Villa	Estervina
Martinez Duran	Awilda
Martinez Leiva	Tricia
Masoud	Nagina
Masoud	Nabeel
Mcdonald Ashman	June H

Mcfarlande	Shaakira
Medina Martinez	Telma
Mehboob	Tazeem
Melendez	Haidy
Mendoza	Marigel
Mendoza De Rodriguez	Carlita
Mensah	Christiana
Metayer	Kettely
Mi	Shi Qin
Min	Zhuo
Miranda	Ruty L
Miranda Deras	Daniesa T
Mohammad	Kasam
Mohammad	Shamim
Mohammad	Zoya
Mohima	Jannatul
Moni	Sharika
Monroe	Kerri
Montague	Gilbert
Morales	Rueven A
Morium	Bibi
Mostafa	Salma
Mowla	Mosammat
Mubashar	Madiha
Mubashar	Shaiza
Muirhead	Pauline
Muna	Nafiza
Munir	Sajida
Murray	Iasia
Murray	Sandra
Musaeva	Elmira
Mwale	Tryness
Nabieva	Mavluda
Nahar	Shamsun
Nahar	Kamrun
Naheed	Naila
Napoles	Amelita M B
Narzikulova	Nazira
Nasimova	Zarrina
Nasyrkulov	Zhanybek
Naz	Ayesha
Naz	Falak
Ndulaka	Philomartins

Negron	Anamaria
Ni	Xiaohong
Nichols	Tiffany
Nichols	Equozia
Nicolas Joseph	Nancy
Noel Albert	Monique
Nunez	Ana
Nunez Diaz	Elizabeth
Odinaeva	Dilrabo
Oglesby	Theresa
Onabanjo	Anthony
Onwuakor	Elizabeth
Ordonez Medina	Terlin
Oriol Lume	Melissa
Orosz	Carlina R
Ortega	Yolanda
Ortiz	Claribel N
Ortiz	Lucila
Ortiz Caraballo	Marisol
Osores	Mercedes
Otamurodova	Nargiza
Oulare	Toromba
Owusu	Bismark
Paez	Bernalda
Pagan	Maria
Paillant	Dyesika
Pan	Zhen Li
Pan	Xiao Yan
Parks	Virginia
Parra De Rivera	Reina A
Parvez	Reshma
Paula	Ernestina Mateo
Perez	Maria
Perez	Liset
Perez Cuevas	Venecias
Persaud	Rookmin
Pervaiz	Zeeshan
Perveen	Zahida
Petit	Stephanie
Phillips	Denise
Philogene	Sharline
Philot	Angelina
Philot	Sophonie

Pichardo De Gomez	Yaquelin
Pierre	Herold
Pierre	Eveline
Piervil	Angelie
Pinchuk	Viktoriya
Polanco	Flor
Pollard Leitch	Lavern
Porter	Gladys
Puca	Deyanira
Qadeer	Attika
Qamar	Zahida
Radjabova	Sayyora
Rafee	Muhammad
Rahimova	Gulruh
Raja	Samina
Rakhmatova	Dilnoza
Ramhit	Indradai
Ramjattan	Robert C
Ramos	Cristina
Rashid	Mirza
Ravshanov	Golib
Razakov	Rahim
Razakova	Ofiyat
Reyes	Honorina
Riche	Micheline
Ricketts	Dione
Rina	Lovely
Rivas	Rosa
Rivas Pena	Ana
Rodriguez	Angel M
Rodriguez	Roseanna
Rogers	Tasha L
Romelus	Edelyne
Romero	Juana
Romero De Francisco	Maria
Rowe	Stacy
Ruan	Limin
Ruan	Mei Qing
Ruiz	Martina
Rukhsar	Bushra
Russell	Yusef
Rustamov	Ilhom
Sadabeva	Dinargul

Saint Paul	Rose Marthe
Saint Pierre	Viviane
Saintine	Daphne
Salam	Shama
Salas	Iris
Saliev	Rustam
Salman	Muhammad
Samson	Nerlose
Samuels	Veronica A
Sandoval	Ana
Sandy	Denise
Sandy	Dora M
Santacruz	Martha
Santana	Lourdes
Santana Diaz	Yalmy
Sarker	Amina K
Sarkodie	Janet
Sarmin	Sahela
Sarwar	Ghulam
Seales	Rosemarie M
Seck	Lamine
Seeram	Meenwatie
Seetaram	Mala
Severe	Naphtalie
Shabbir	Lubna
Shah	Bukhari
Shaheryar	Anam
Shahid	Maryam
Shahzadi	Nilam
Sharipova	Bibisora
Sharshenaliyev	Sheishenbek
Shate	Amena
Sheri	Irma
Shi	Jian Qin
Shi	Yanfang
Shiranova	Rokhila
Shirley	Nofretari
Shum	Hungwan
Sidorenko	Igor
Simon	Anne
Skaf	Nancy
Sohail	Shabana
Song	Xiao Ran

Song	Guoqiang
Sosa	Francisca
Sovon	Tamim R
Sparrow	Jenny
Stan	Ljubinka
Stelmashchuk	Mariia
Su	Mei Lan
Su	Bao Juan
Suazo	Roxana
Subhan	Shakira
Subran	Shiniqua K
Sultana	Razia
Sultana	Syeda
Sultana	Jakia
Summers	Sharina
Swaby	Mercilda
Syed	Morshed
Symister	Diandra S
Talleyrand Calixte	Miriame
Tan	Yuting
Tan	Yi Qin
Tang	Zili
Tanveer	Tallat
Tarar	Misbah
Tashbekova	Mukhlisa
Tavarez De Santana	Socorro
Tawiah	Joseph
Terekh	Andrew
Tetteh	Mary
Thapar	Neeru
Thelisma	Rochener
Thelisma	Verena
Theobald	Carla
Theresa	Alexander
Thomas	Anita
Thomas	Telecia
Thompson	Ryan
Tomyuk	Ihor
Traore	Bintou
Trowers	Ione
Tucker	Susan
Tugilova	Nasiba
Tunis	Minerva

Uchegbu	Chidiebere
Ulfat	Nagina
Uralova	Odina
Urunova	Riskiya
Usanova	Fotima
Vachon	Catherine
Valerio	Brendaly J
Valerio De Melendez	Elizabeth
Vega	Silvia
Vialva	Ann
Vicente Pena	Maria E
Villefranche	Marie
Vincent	Gary
Vivien	Danielle
Vohidova	Zibniso
Wackmann	Fratz
Wang	Ju
Wang	Winnie
Wang	Gui Ying
Wanjorah	Jenelicah
Wen	Xue Ping
White	Carmen
White	Elaine R
Williams	Geneva
Wills	Merlene
Willy	Wynie
Winston	Tilena
Wise	Barbara
Wong	Nancy So Sheung
Wong	Pat Wa
Woodruff	Bebe
Wright	Marrionette
Wu	Yu Yun
Wu	Su Mian
Wu	Si Ying
Wu	Ruo Bing
Wu	Shuping
Wu	Miaohong
Wu	Hui Juan
Wu	Bao Qin
Wu	Miaoru
Xia	Su Su
Xian	Shao Qing

Xu	Qiu
Xu	Xiao Mei
Xu	Bi Da
Xu	Cailin
Xue	Anna
Xue	Jun
Yang	Qi Feng
Yang	Cui Ping
Yang	Fei Xue
Yasmin	Shabana
Ye	Miao Yu
Ye	Miaoyi
Ye	Wei Zhong
Yin	Hong Yue
Yokubova	Komila
Yu	Meie
Yu	Xiao Huan
Yu	Xinya
Yuan	Shao Hong
Yuan	Aiping
Yuan	Lixiang
Yusupova	Makhliyo
Zabala	Stephanie
Zapata	Gladys
Zarna	Masuda P
Zeidyeh	Amani
Zeng	Wan Ming
Zephir	Yolette
Zevelev	Yulia
Zeveleva	Liya
Zhang	Sally Sui Sheng
Zhang	Jin Rui
Zhang Shi	Ningru
Zhao	Hui Jing
Zhen	Hui Sha
Zhen	Yu Xia
Zheng	Yun Xian
Zheng	Mei Yan
Zhu	Mei E
Zhu	Xue Jiao
Ziyaeva	Ilmiya
Zohra	Syeda
Zoirova	Shakhribon